Law Offices of

2-090A034

CHAPMAN AND CUTLER

Theodore S. Chapman 1877-1943 Henry E. Cutler 1879-1959 111 West Monroe Street, Chicago, Illinois 60603-4080

TWX 910-221-2103 Telex 206281 FAX (312) 701-2361 Telephone (312) 845-3000 17602 PD 100

2 North Central Avenue Phoenix, Arizona 85004 (602) 256-4060

March 30, 1992

MAR 3 0 1992 12 25 PM Salt Lake City, Utah 84144 (801) 533-0066

INTERSTATE COMMERCE COMMISSION

Office of the Secretary Recordations Units

Room 2303

Interstate Commerce Commission 12th and Constitution Avenue, N.W.

Washington, D.C. 20423

Attn: Ms. Mildred Lee

Dear Ms. Lee:

ion
N.W.

17602MAR 3 0 1992-12 PM
17602INTERSTATE COMMISSION
17602-

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. §11303.

The first document, Lease Supplement No. 3 dated March 27, 1992, is a secondary document. This document relates to the Railcar Lease dated as of November 1, 1991 between The Connecticut National Bank, as Lessor and Indiana Michigan Power Company, as Lessee, recorded on November 26, 1991 with recordation no. 17602. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank 777 Main Street Hartford, Connecticut 06115

Indiana Michigan Power Company c/o American Electric Power Service Corporation 1 Riverside Plaza Columbus, Ohio 43215

The second document, Security Agreement Supplement No. 3, dated March 27, 1992, is a secondary document. This document relates to the Security Agreement-Trust Deed dated as of November 1, 1991 between The Connecticut National Bank, as Owner Trustee and Wilmington Trust Company, as Security Trustee, recorded on November 26, 1991 with recordation no. 17602-A. The names and addresses of the parties to such documents are as follows:

Dette Hon

Jensey and

CHAPMAN AND CUTLER

The Connecticut National Bank 777 Main Street Hartford, Connecticut 06115

Wilmington Trust Company Rodney Square North Wilmington, Delaware 19890

A short summary of the documents to appear in the index follows:

Lease Supplement No. 3 dated March 27, 1992, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 1, 1991 with Security Pacific Equipment Leasing, Inc., as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 3 dated March 27, 1992, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-5, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

A filing fee of \$30.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By: John A. Harris

JAH:lw Enclosures

Interstate Commerce Commission Washington, **D.C.** 20423

OFFICE OF THE SECRETARY

John A. Harris Chapman & Cutler 111 West Monroe Street Chicago Illinois 60603-4080

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 3/30/92 at 12:25pm , and assigned recordation number(s). 17602-F & 17602-G

Sincerely yours,

Sidney/L. Strickland, Jr

Secretary

MAR 3 0 1992 -12 25 PM

SECURITY AGREEMENT SUPPLEMENT NO BETTER CONTINUES COMMISSION

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 (the "Security Agreement Supplement No. 3") dated March 27, 1992, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of November 1, 1991, (the "Trust Agreement") for the benefit of Security Pacific Equipment Leasing, Inc., a Delaware corporation (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of November 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated November 25, 1991 (the "Security Agreement Supplement No. 2") and further supplemented by that certain Security Agreement Supplement No. 2 dated as of December 30, 1991 (the "Security Agreement Supplement No. 2", the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 and the Security Agreement Supplement No. 2 is hereinafter referred to as the "Security Agreement").

RECITALS:

- A. The Debtor and the Security Trustee have heretofore entered into a Security Agreement providing for the execution and delivery of Security Agreement Supplements substantially in the form hereof. The terms defined in the Security Agreement shall have the same meanings when used herein.
- B. The Debtor and the Security Trustee now desire to amend the Security Agreement in the respects but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

Annex 2 to the Original Security Agreement shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Annex 2.

SECTION 2. MISCELLANEOUS.

- Section 2.1. This Security Agreement Supplement No. 3 shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- Section 2.2. This Security Agreement Supplement No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- Section 2.3. This Security Agreement Supplement No. 3 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.
- Section 2.4. By their consent to this Security Agreement Supplement No. 3, the Note Purchasers hereby direct and instruct the Security Trustee to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and and the Lessee.
- Section 2.5. By their consent to this Security Agreement Supplement No. 3, the Owner Participant hereby directs and instructs the Debtor to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and the Lessee.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Security Agreement Supplement No. 3 to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5

By Unnum Its Great Officer.	roc_
Index Sans	DEBTOR
WILMINGTON TRUST COMPANY individual capacity but solely Trustee	•
By	· · · · · · · · · · · · · · · · · · ·

SECURITY TRUSTEE

STATE OF)
STATE OF))
On this 27th day of Make to me personally known, who be The Connecticut National Bank corporation by authority of its Bo	w. R. MUNROE ing by me duly sworn, says that he is a Trust Officer of k, that said instrument was signed on behalf of said pard of Directors; and he acknowledged that the execution he free act and deed of said corporation.
	Sam Re He Notary Public
NOT	PICCOLI HEINTZ FARY PUBLIC
My commission expires MY COMMISSI	ON EXPIRES MARCH 31, 1992
COUNTY OF On this day of))), 1992, before me personally appeared,, to
me personally known, who bein Wilmington Trust Company, that corporation by authority of its Bo	g by me duly sworn, says that he is a of a said instrument was signed and sealed on behalf of said pard of Directors, and he acknowledged that the execution free act and deed of said corporation.
	Notary Public
(SEAL)	
My commission expires:	

The undersigned hereby consent and agree to the foregoing Security Agreement Supplement No. 3 as of the date first written above.

l	Owner Participa
	LINCOLN NATIONAL LIFE INSURANCE
By:	Lincoln National Investment Manageme Company, Its Attorney-in-Fact
_	,
I	ts .
	T PENN-PACIFIC LIFE INSURANCE
Ву:	Lincoln National Investment Manageme Company, Its Attorney-in-Fact

COMPANY
By: Lincoln National Investment Managemen Company, Its Attorney-in-Fact
ByIts
LINCOLN-SECURITY LIFE INSURANCE COMPANY
By: Lincoln National Investment Managemen Company, Its Attorney-in-Fact
ByIts
NOTE PURCHASER

STATE OF)	
) SS:	
COUNTY OF)	
On this, theand for said County and Stat	day of e, personally ar	, 1992, before me, a Notary Public in peared, the
	of S	SECURITY PACIFIC EQUIPMENT LEASING, INC.,
who acknowledged himse	lf to be a dul , and that, as su	y authorized officer of SECURITY PACIFIC ch officer, being authorized to do so, he executed
IN WITNESS WHERE above mentioned.	OF, I have her	eunto set my hand and official seal on the date
	-	Name:
		Notary Public
		My Commission Expires:
		Residing in County,
STATE OF)	
COUNTY OF) SS:	٥
COUNTY OF)	
On this, the	day of	, 1992, before me, a Notary Public in
and for said County and Stat	e, personally ap	ppeared, the
		INCOLN NATIONAL INVESTMENT MANAGEMENT
		to be a duly authorized officer of LINCOLN
		T COMPANY, and that, as such officer, being oregoing instrument for the purposes therein
Tre Memory Western	OT 15	
above mentioned.	OF, I have her	eunto set my hand and official seal on the date
		Name:
	•	Notary Public
•		My Commission Expires:
•		Residing in County,

STATE OF	
STATE OF	
and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the NCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowledged himself to NATIONAL INVESTMENT MANAGEMENT	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	unto set my hand and official seal on the date
	Name: Notary Public
	My Commission Expires: Residing in County,
STATE OF	
and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the
COMPANY, who acknowledged himself to NATIONAL INVESTMENT MANAGEMENT	NCOLN NATIONAL INVESTMENT MANAGEMENT to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name:
	Notary Public My Commission Expires:
	Residing in County,

STATE OF	
STATE OF COUNTY OF) SS:
COUNTY OF)
On this, the	day of, 1992, before me, a Notary Public in
	State, personally appeared, the
•	of LINCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknow	wledged himself to be a duly authorized officer of LINCOLN
	IT MANAGEMENT COMPANY, and that, as such officer, being
	· · · · · · · · · · · · · · · · · · ·
4111110F1288 10 00 SO DE	e executed the foregoing instrument for the purposes therein
contained.	DEOE I have hereunto set my hand and official seal on the date
contained. IN WITNESS WHE	REOF, I have hereunto set my hand and official seal on the date
contained. IN WITNESS WHE	REOF, I have hereunto set my hand and official seal on the date
contained. IN WITNESS WHE	REOF, I have hereunto set my hand and official seal on the date
contained. IN WITNESS WHE	
contained. IN WITNESS WHE	Name:
contained.	

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SCHEDULE I

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,000,000 Original Principal Amount of 8.86% Secured Notes Issued by Debtor)

			•	
DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
12/30/1991	3454.16	3454.16	0.00	1000000.00
3/30/1992	22150.00	22150.00	0.00	1000000.00
6/30/1992	28016.43	22150.00	5866.43	994133.57
9/30/1992	28016.43	22020.06	59 96.37	988137.20
12/30/1992	28016.43	21887.24	6129.19	982008.00
3/30/1993	28016.43	21751.48	6264.9 6	975743.05
6/30/1993	28016.43	21612.71	6403.72	969339.32
9/30/1993	28016.43	21470.87	6545.57	962793.76
12/30/1993	28016.43	21325.88	6690.5 5	956103.20
3/30/1994	28016.43	21177.69	6838.75	949264.46
6/30/1994	28016.43	21026.21	699 0.23	942274.23
9/30/1994	28016.43	20871.37	7145.06	935129.17
12/30/1994	28016.43	20713.11	7303.3 2	927825.85
3/30/1995	28016.43	20551.34	7465.09	920360.76
6/30/1995	28016.43	20385.99	7630.44	912730.32
9/30/1995	28016.43	20216.98	7799.46	904930.86
12/30/1995	28016.43	20044.22	7972. 21	896958.65
3/30/1996	28016.43	19867.63	8148.80	888809.85
6/30/1996	28016.43	19687.14	8329.29	880480.56
9/30/1996	28016.43	19502.64	8513.79	871966.77
12/30/1996	28016.43	19314.06	8702.37	863264.40
3/30/1997	28016.43	19121.31	8895.13	854369.27
6/30/1997	28016.43	18924.28 18722.89	9092.15	845277.12 835983.57
9/30/1997 12/30/1997	28016.43 28016.43	18517.04	9293.54 9499.40	826484.18
3/30/1998	28016.43	18306.62	9709.81	816774.37
6/30/1998	28016.43	18091.55	9924.88	806849.49
9/30/1998	28016.43	17871.72	10144.72	796704.77
12/30/1998	28016.43	17647.01	10369.42	786335.35
3/30/1999	28016.43	17417.33	10599.10	775736.24
6/30/1999	28016.43	17182.56	10833.88	764902.37
9/30/1999	28016.43	16942.59	11073.85	753828.52
12/30/1999	28016.43	16697.30	11319.13	742509.39
3/30/2000	28016.43	16446.58	11569.85	730939.54
6/30/2000	28016.43	16190.31	11826.12	719113.42
9/30/2000	28016.43	15928.36	12088.07	707025.35
12/30/2000	28016.43	15660.61	123 55.82	694669.53
3/30/2001	28016.43	15386.93	12629.50	682040.02
6/30/2001	28016.43	15107.19	1290 9.25	669130.78
9/30/2001	28016.43	14821.25	13195.19	655935.59
12/30/2001	28016.43	14528.97	1348 7.46	642448.13
3/30/2002	28016.43	14230.23	1378 6.21	628661.93
6/30/2002	28016.43	13924.86	14091.57	614570.35
9/30/2002	25058.42	13612.73	11445.68	603124.67
12/30/2002	23310.01	13359.21	9950.80	593173.87

ANNEX 2 (to Security Agreement-Trust Deed)

				•
		•		•
DATE	DEBT SERVICE	INTERCET	DOTHICTOAL	OAL ANCE
DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
3/30/2003	23250.92	13138.80	10112.12	583061.75
6/30/2003	23155.79	12914.82	10240.97	572820.78
9/30/2003	23059.44	12687.98	10371.46	562449.32
12/30/2003	22961.86	12458.25	10503.61	551945.71
3/30/2004	22576.07	12225.60	10350.47	541595.24
6/30/2004	22478.69	11996.33	10482.36	531112.88
9/30/2004	22380.07	11764.15	10615.92	520496.96
12/30/2004	28016.43	11529.01	16487.43	504009.53
3/30/2005	22144.12	11163.81	10980.31	493029.23
6/30/2005	20776.46	10920.60	9855.8 6	483173.37
9/30/2005	20670.85	10702.29	9968.5 6	473204.80
12/30/2005	20575.94	10481.49	10094.45	463110.35
3/30/2006	24845.02	10257.89	14587.12	448523.23
6/30/2006	28016.43	9934.79	18081.64	430441.59
9/30/2006	28016.43	9534.28	18482.15	411959.43
12/30/2006	28016.43	9124.90	18891.53	393067.90
3/30/2007	28016.43	8706.45	19309.98	373757.92
6/30/2007	28016.43	8278.74	1973 7.69	354020.23
9/30/2007	28016.43	7841.55	20174.88	333845.34
12/30/2007	28016.43	7394.67	20621.76	313223.59
3/30/2008	28016.43	6937.90	21078.53	292145.05
6/30/2008	28016.43	6471.01	21545.42	270599.63
9/30/2008	28016.43	5993.78	22022.65	248576.98
12/30/2008	28016.43	5505.98	22510.45	226066.53
3/30/2009	28016.43	5007.37	23009.06	203057.47
6/30/2009	28016.43	4497.72	23518.71	179538.76
9/30/2009	28016.43	3976.78	24039.65	155499.11
12/30/2009	28016.43	3444.31	. 24572.13	130926.99
3/30/2010	28016.43	2900.03	25116.40	105810.58
6/30/2010 9/30/2010	28016.43	2343.70	25672.73	80137.86
12/30/2010	28016.43 28016.43	1775.05	26241.38	53896.48
3/30/2011	27673.54	1193.81 599.69	26822.63 27073.85	27073.85
6/30/2011	0.00	0.00	0.00	0.00
9/30/2011	0.00	0.00	0.00	0.00 0.00
12/30/2011	0.00	0.00	0.00	0.00
,,		v.vv		0.00

SECURITY AGREEMENT SUPPLEMENT NO. 3

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 (the "Security Agreement Supplement No. 3") dated March 27, 1992, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of November 1, 1991, (the "Trust Agreement") for the benefit of Security Pacific Equipment Leasing, Inc., a Delaware corporation (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of November 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated November 25, 1991 (the "Security Agreement Supplement No. 2") and further supplemented by that certain Security Agreement Supplement No. 2 dated as of December 30, 1991 (the "Security Agreement Supplement No. 2", the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 and the Security Agreement Supplement No. 2 is hereinafter referred to as the "Security Agreement").

RECITALS:

- A. The Debtor and the Security Trustee have heretofore entered into a Security Agreement providing for the execution and delivery of Security Agreement Supplements substantially in the form hereof. The terms defined in the Security Agreement shall have the same meanings when used herein.
- B. The Debtor and the Security Trustee now desire to amend the Security Agreement in the respects but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

Annex 2 to the Original Security Agreement shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Annex 2.

SECTION 2. MISCELLANEOUS.

- Section 2.1. This Security Agreement Supplement No. 3 shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- Section 2.2. This Security Agreement Supplement No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- Section 2.3. This Security Agreement Supplement No. 3 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.
- Section 2.4. By their consent to this Security Agreement Supplement No. 3, the Note Purchasers hereby direct and instruct the Security Trustee to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and and the Lessee.
- Section 2.5. By their consent to this Security Agreement Supplement No. 3, the Owner Participant hereby directs and instructs the Debtor to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and the Lessee.

STATE OF)	
COUNTY OF)	
On this day of,1992, to me personally known, who being by me of The Connecticut National Bank, that said	d instrument was signed on behalf of said ctors; and he acknowledged that the execution
	Notary Public
(SEAL)	•
My commission expires	
me personally known, who being by me du Wilmington Trust Company, that said instru	before me personally appeared, William B. Sowden III ally sworn, says that he is a VICE PRESIDENT ment was signed and sealed on behalf of said ctors, and he acknowledged that the execution I deed of said corporation.
(SEAL) My commission expires:	SONJA F. ALLEN NOTATY PUBLIC MY COMMISSION EXPINES MAY 30, 1992

The undersigned hereby consent and agree to the foregoing Security Agreement Supplement No. 3 as of the date first written above.

By_	
]	ts Owner Participa
	E LINCOLN NATIONAL LIFE INSURANCE COMPANY
Ву:	Lincoln National Investment Manageme Company, Its Attorney-in-Fact
By_	lts
	ST PENN-PACIFIC LIFE INSURANCE COMPANY
Ву:	Lincoln National Investment Manageme Company, Its Attorney-in-Fact

SECURITY-CONNECTICUT LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By Its
LINCOLN-SECURITY LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By
NOTE PURCHASERS

!

STATE OF	
STATE OF	
and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the ECURITY PACIFIC EQUIPMENT LEASING, INC.,
who acknowledged himself to be a duly	authorized officer of SECURITY PACIFIC h officer, being authorized to do so, he executed
IN WITNESS WHEREOF, I have here above mentioned.	unto set my hand and official seal on the date
	Name:
	Notary Public
	My Commission Expires:
	Residing in County,
STATE OF	
On this the day of	, 1992, before me, a Notary Public in
and for said County and State, personally app	peared, the
of Li	NCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowledged himself	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being
	regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name:
	Notary Public
	My Commission Expires: Residing in County,
	residing in county,

STATE OF	
STATE OF	
and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the NCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowledged himself t NATIONAL INVESTMENT MANAGEMENT	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name: Notary Public My Commission Expires: Residing in County,
STATE OF	
and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the NCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowledged himself to NATIONAL INVESTMENT MANAGEMENT	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name: Notary Public My Commission Expires:
	Residing in County,

.

STATE OF)	00
COUNTY OF)	SS:
and for said County and State, person	f, 1992, before me, a Notary Public in ally appeared, the of LINCOLN NATIONAL INVESTMENT MANAGEMENT
NATIONAL INVESTMENT MANAGE	mself to be a duly authorized officer of LINCOLN EMENT COMPANY, and that, as such officer, being the foregoing instrument for the purposes therein
IN WITNESS WHEREOF, I have above mentioned.	ve hereunto set my hand and official seal on the date
	Name:
	Notary Public
	My Commission Expires:
	Residing in County,

SCHEDULE I

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,000,000 Original Principal Amount of 8.86% Secured Notes Issued by Debtor)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
12/30/1991	3454.16	3454.16	0.00	1000000.00
3/30/1992	22150.00	22150.00	0.00	1000000.00
6/30/1992	28016.43	22150.00	5866.4 3	994133.57
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6/30/1995	28016.43	20385.99	7630.44	912730.32
9/30/1995	28016.43	20216.98	7799.46	904930.86
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3/30/1996	28016.43	19867.63	8148.80	888809.85
6/30/1996	28016.43	19687.14	8329.29	880480.56
9/30/1996	28016.43	19502.64	8513.79	871966.77
12/30/1996	28016.43	19314.06	8702.37	863264.40
3/30/1997	28016.43	19121.31	8895.13	854369.27
6/30/1997	28016.43 28016.43	18924.28	9092.15	845277.12
9/30/1997 12/30/1997	28016.43	18722.89 18517.04	9293.54	835983.57
3/30/1998	28016.43	18306.62	9499.40 9709.81	826484.18 816774.37
6/30/1998	28016.43	18091.55	9924.88	806849.49
9/30/1998	28016.43	17871.72	10144.72	796704,77
12/30/1998	28016.43	17647.01	10369.42	786335.35
3/30/1999	28016.43	17417.33	10599.10	775736.24
6/30/1999	28016.43	17182.56	10833.88	764902.37
9/30/1999	28016.43	16942.59	11073.85	753828,52
12/30/1999	28016.43	16697.30	11319.13	742509.39
3/30/2000	28016.43	16446.58	11569.85	730939.54
6/30/2000	28016.43	16190.31	11826.12	719113.42
9/30/2000	28016.43	15928.36	12088.07	707025.35
12/30/2000	28016.43	15660.61	12355.82	694669.53
3/30/2001	28016.43	15386.93	12629.50	682040.02
6/30/2001	28016.43	15107.19	12909.25	669130.78
9/30/2001	28016.43	14821.25	13195. 19	655935.59
12/30/2001	28016.43	14528.97	13487.46	642448.13
3/30/2002	28016.43	14230.23	13786.21	628661.93
6/30/2002	28016.43	13924.86	14091.57	614570.35
9/30/2002	25058.42	13612.73	11445.68	603124.67
12/30/2002	23310.01	13359.21	9950.80	593173.87

ANNEX 2 (to Security Agreement-Trust Deed)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
3/30/2003	23250.92	13138.80	10112.12	583061.75
6/30/2003	23155.79	12914.82	10240.97	572820.78
9/30/2003	23059.44	12687.98	10371.46	562449.32
12/30/2003	22961.86	12458.25	10503.61	551945.71
3/30/2004	22576.07	12225.60	10350.47	541595.24
6/30/2004	22478.69	11996.33	10482.36	531112.88
9/30/2004	22380.07	11764.15	10615.92	520496.96
12/30/2004	28016.43	11529.01	16487.43	504009.53
3/30/2005	22144.12	11163.81	1098 0.31	493029.23
6/30/2005	20776.46	10920.60	9855.8 6	483173.37
9/30/2005	20670.85	10702.29	9968.5 6	473204.80
12/30/2005	20575.94	10481.49	10094.45	463110.35
3/30/2006	24845.02	10257.89	14587.12	448523.23
6/30/2006	28016.43	9934.79	18081.64	430441.59
9/30/2006	28016.43	9534.28	18482.15	411959.43
12/30/2006	28016.43	9124.90	18891.53	393067.90
3/30/2007	28016.43	8706.45	19309.98	373757.92
6/30/2007	28016.43	8278.74	19737.6 9	354020.23
9/30/2007	28016.43	7841.55	20174.88	333845.34
12/30/2007	28016.43	7394.67	20621.76	313223.59
3/30/2008	28016.43	6937.90	21078.53	292145.05
6/30/2008	28016.43	6471.01	21545.42	270599.63
9/30/2008	28016.43	5993.78	22022.65	248576.98
12/30/2008	28016.43	5505.98	22510.45	226066.53
3/30/2009	28016.43	5007.37	23009.06	203057.47
6/30/2009	28016.43	4497.72	23518.71	179538.76
9/30/2009	28016.43	3976.78	24039.65	155499.11
12/30/2009	28016.43	3444.31	24572.13	130926.99
3/30/2010	28016.43	2900.03	25116.40	105810.58
6/30/2010	28016.43	2343.70	25672.73	80137.86
9/30/2010	28016.43	1775.05	26241.38	538%.48
12/30/2010	28016.43	1193.81	26822.63	27073.85
3/30/2011	27673.54	599.69	27073.85	0.00
6/30/2011	0.00	0.00	0.00	0.00
9/30/2011	0.00	0.00	0.00	0.00
12/30/2011	0.00	0.00	0.00	0.00

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SECURITY AGREEMENT SUPPLEMENT NO. 3

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 (the "Security Agreement Supplement No. 3") dated March 27, 1992, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of November 1, 1991, (the "Trust Agreement") for the benefit of Security Pacific Equipment Leasing, Inc., a Delaware corporation (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of November 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated November 25, 1991 (the "Security Agreement Supplement No. 2") and further supplemented by that certain Security Agreement Supplement No. 2 dated as of December 30, 1991 (the "Security Agreement Supplement No. 2", the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 and the Security Agreement Supplement No. 2 is hereinafter referred to as the "Security Agreement").

RECITALS:

- A. The Debtor and the Security Trustee have heretofore entered into a Security Agreement providing for the execution and delivery of Security Agreement Supplements substantially in the form hereof. The terms defined in the Security Agreement shall have the same meanings when used herein.
- B. The Debtor and the Security Trustee now desire to amend the Security Agreement in the respects but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

Annex 2 to the Original Security Agreement shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Annex 2.

SECTION 2. MISCELLANEOUS.

- Section 2.1. This Security Agreement Supplement No. 3 shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- Section 2.2. This Security Agreement Supplement No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- Section 2.3. This Security Agreement Supplement No. 3 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.
- Section 2.4. By their consent to this Security Agreement Supplement No. 3, the Note Purchasers hereby direct and instruct the Security Trustee to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and and the Lessee.
- Section 2.5. By their consent to this Security Agreement Supplement No. 3, the Owner Participant hereby directs and instructs the Debtor to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and the Lessee.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Security Agreement Supplement No. 3 to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5

DEBTOR
not in its as Security

SECURITY TRUSTEE

STATE OF	.)
COUNTY OF day of	.)
to me personally known, who the Connecticut National Baccorporation by authority of its	,1992, before me personally appeared, being by me duly sworn, says that he is a of ank, that said instrument was signed on behalf of said Board of Directors; and he acknowledged that the execution the free act and deed of said corporation.
	Notary Public
(SEAL)	
My commission expires	
,	
STATE OF	-))
COUNTY OF	.)
me personally known, who be Wilmington Trust Company, the corporation by authority of its	, 1992, before me personally appeared,, to sing by me duly sworn, says that he is a of nat said instrument was signed and sealed on behalf of said Board of Directors, and he acknowledged that the execution he free act and deed of said corporation.
	Notary Public
(SEAL)	
My commission expires:	

The undersigned hereby consent and agree to the foregoing Security Agreement Supplement No. 3 as of the date first written above.

INC.,

By Long Somusion Its CONTRACT ADMINISTRATOR Owner Participant
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By
FIRST PENN-PACIFIC LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By

SECURITY PACIFIC EQUIPMENT LEASING,

SECURITY-CONNECTICUT LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
ByIts
LINCOLN-SECURITY LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By
NOTE PURCHASERS

STATE OF California	
) SS:	
STATE OFCalifornia) SS: COUNTY OFSan Francisco)	
and for said County and State, personally app	peared, 1992, before me, a Notary Public in, the
Contract Administrator of SI	ECURITY PACIFIC EQUIPMENT LEASING, INC.,
•	authorized officer of SECURITY PACIFIC h officer, being authorized to do so, he executed erein contained.
	unto set my hand and official seal on the date
above mentioned.	Satricis Parke
OFFICIAL SEAL PATRICIA J. PARKS	Name: Patricia J Parks
Notary Public-California SAN FRANCISCO COUNTY	Notary Public
My Comm. Exp. Aug. 5, 1994	My Commission Expires: August 5, 1994 Residing in San Franciscounty, California
Sm. m. or	
STATE OF)	
COUNTY OF)	•
On this, the day of and for said County and State, personally app	, 1992, before me, a Notary Public in peared, the
	NCOLN NATIONAL INVESTMENT MANAGEMENT
•	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being
	regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name:
	Notary Public
	My Commission Expires:

STATE OF	
STATE OF	
On this, the day of and for said County and State, personally ap	peared, 1992, before me, a Notary Public in the incoln National Investment Management
COMPANY, who acknowledged himself NATIONAL INVESTMENT MANAGEMEN	to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being pregoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name: Notary Public My Commission Expires: Residing in County,
STATE OF	
and for said County and State, personally ap	, 1992, before me, a Notary Public in peared, the INCOLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowledged himself NATIONAL INVESTMENT MANAGEMEN	to be a duly authorized officer of LINCOLN T COMPANY, and that, as such officer, being oregoing instrument for the purposes therein
IN WITNESS WHEREOF, I have her above mentioned.	eunto set my hand and official seal on the date
	Name: Notary Public My Commission Expires:
	Residing in County,

STATE OF)	
COUNTY OF) SS:)	
and for said County and Stat	e, personally appe	, 1992, before me, a Notary Public in ared, the COLN NATIONAL INVESTMENT MANAGEMENT
COMPANY, who acknowled NATIONAL INVESTMENT	edged himself to MANAGEMENT	be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being going instrument for the purposes therein
IN WITNESS WHERE above mentioned.	OF, I have hereur	nto set my hand and official seal on the date
	- 1	Name:
		Notary Public
		My Commission Expires:
]	Residing in County,

SCHEDULE I

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,000,000 Original Principal Amount of 8.86% Secured Notes Issued by Debtor)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
12/30/1991	3454.16	3454.16	0.00	1000000.00
3/30/1992	22150.00	22150.00	0.00	1000000.00
6/30/1992	28016.43	22150.00	5866.43	994133.57
9/30/1992	28016.43	22020.06	5996.37	988137.20
12/30/1992	28016.43	21887.24	6129.19	982008.00
3/30/1993	28016.43	21751.48	6264.96	975743.05
6/30/1993	28016,43	21612.71	6403.72	969339.32
9/30/1993	28016.43	21470.87	6545.57	962793.76
12/30/1993	28016,43	21325.88	6690.55	956103.20
3/30/1994	28016.43	21177.69	6838.75	949264.46
6/30/1994	28016,43	21026.21	6990.23	942274.23
9/30/1994	28016.43	20871.37	7145.06	935129.17
12/30/1994	28016,43	20713.11	7303.32	927825.85
3/30/1995	28016.43	20551.34	7465.09	920360.76
6/30/1995	28016.43	20385.99	7630.44	912730.32
9/30/1995	28016.43	20216.98	7799.46	904930.86
12/30/1995	28016.43	20044.22	7972. 21	896958.65
3/30/1996	28016.43	19867.63	8148.80	888809.85
6/30/1996	28016.43	19687.14	8329.29	880480.56
9/30/1996	28016.43	19502.64	8513.79	871966.77
12/30/1996	28016.43	19314.06	8702.37	863264.40
3/30/1997	28016.43	19121.31	8895.13	854369.27
6/30/1997	28016.43	18924.28	9092.15	845277.12
9/30/1997	28016.43	18722.89	9293.54	835983.57
12/30/1997	28016.43	18517.04	9499.40	826484.18
3/30/1998	28016.43	18306.62	9709.81	816774.37
6/30/1998	28016.43	18091.55	9924.88 .	806849.49
9/30/1998	28016.43	17871.72	10144.72	796704.77
12/30/1998	28016.43	17647.01	10369.42	786335.35
3/30/1999	28016.43	17417.33	10599.10	775736.24
6/30/1999	28016.43	17182.56	10833.88	764902.37
9/30/1999	28016.43	16942.59	11073.85	753828.52
12/30/1999	28016.43	16697.30	11319.13	742509.39
3/30/2000	28016.43	16446.58	11569.85	730939.54
6/30/2000	28016.43	16190.31	11826.12	719113.42
9/30/2000	28016.43	15928.36	12088.07	707025.35
12/30/2000	28016.43	15660.61	1235 5.82	694669.53
3/30/2001	28016.43	15386.93	12629. 50	682040.02
6/30/2001	28016.43	15107.19	12909.25	669130.78
9/30/2001	28016.43	14821.25	13195.19	655935.59
12/30/2001	28016.43	14528.97	13487.46	642448.13
3/30/2002	28016.43	14230.23	1378 6.21	628661.93
6/30/2002	28016.43	13924.86	14091.57	614570.35
9/30/2002	25058.42	13612.73	11445.68	603124.67
12/30/2002	23310.01	13359.21	995 0.80	593173.87

ANNEX 2 (to Security Agreement-Trust Deed)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE	
3/30/2003	23250.92	13138.80	10112.12	583061.75	
6/30/2003	23155.79	12914.82	10240.97	572820.78	
9/30/2003	23059.44	12687.98	10371.46	562449.32	
12/30/2003	22961.86	12458.25	10503.61	551945.71	
3/30/2004	22576.07	12225.60	10350.47	541595.24	
6/30/2004	22478.69	11996.33	10482.36	531112.88	
9/30/2004	22380.07	11764.15	10615.92	520496.96	
12/30/2004	28016.43	11529.01	16487.43	504009.53	
3/30/2005	22144.12	11163.81	10980.31	493029.23	
6/30/2005	20776.46	10920.60	9855.8 6	483173.37	
9/30/2005	20670.85	10702.29	9968.56	473204.80	
12/30/2005	20575.94	10481.49	10094.45	463110.35	
3/30/2006	24845.02	10257.89	14587.12	448523.23	
6/30/2006	28016.43	9934.79	18081.64	430441.59	
9/30/2006	28016.43	9534.28	18482.1 5	411959.43	
12/30/2006	28016.43	9124.90	18891.53	393067.90	
3/30/2007	28016.43	8706.45	19309.98	373757.92	
6/30/2007	28016.43	8278.74	19737.69	354020.23	
9/30/2007	28016.43	7841.55	20174.88	333845.34	
12/30/2007	28016.43	7394.67	20621.76	313223.59	
3/30/2008	28016.43	6937.90	21078.53	292145.05	
6/30/2008	28016.43	6471.01	21545.42	270599.63	
9/30/2008	28016.43	5993.78	22022.65	248576.98	
12/30/2008	28016.43	5505.98	22510.45	226066.53	
3/30/2009	28016.43	5007.37	23009.06	203057.47	
6/30/2009	28016.43	4497.72	23518.71	179538.76	
9/30/2009	28016.43	3976.78	24039.65	155499.11	
12/30/2009	28016.43	3444.31	24572.13	130926.99	
3/30/2010	28016.43	2900.03	25116.40	105810.58	
6/30/2010	28016.43	2343.70	25672.73	80137.86	
9/30/2010	28016.43	1775.05	26241.38	53896.48	
12/30/2010	28016.43	1193.81	26822.63	27073.85	
3/30/2011	27673.54	599.69	27073.85	0.00	
6/30/2011	0.00	0.00	0.00	0.00	
9/30/2011	0.00	0.00	0.00	0.00	
12/30/2011	0.00	0.00	0.00	0.00	
	•••				

SECURITY AGREEMENT SUPPLEMENT NO. 3

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 (the "Security Agreement Supplement No. 3") dated March 27, 1992, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of November 1, 1991, (the "Trust Agreement") for the benefit of Security Pacific Equipment Leasing, Inc., a Delaware corporation (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of November 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated November 25, 1991 (the "Security Agreement Supplement No. 2") and further supplemented by that certain Security Agreement Supplement No. 2 dated as of December 30, 1991 (the "Security Agreement Supplement No. 2"), the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 and the Security Agreement Supplement No. 2 is hereinafter referred to as the "Security Agreement").

RECITALS:

- A. The Debtor and the Security Trustee have heretofore entered into a Security Agreement providing for the execution and delivery of Security Agreement Supplements substantially in the form hereof. The terms defined in the Security Agreement shall have the same meanings when used herein.
- B. The Debtor and the Security Trustee now desire to amend the Security Agreement in the respects but only in the respects, hereinafter set forth.
- C. All requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. AMENDMENTS TO THE ORIGINAL SECURITY AGREEMENT.

Annex 2 to the Original Security Agreement shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Annex 2.

SECTION 2. MISCELLANEOUS.

- Section 2.1. This Security Agreement Supplement No. 3 shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.
- Section 2.2. This Security Agreement Supplement No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- Section 2.3. This Security Agreement Supplement No. 3 shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.
- Section 2.4. By their consent to this Security Agreement Supplement No. 3, the Note Purchasers hereby direct and instruct the Security Trustee to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and and the Lessee.
- Section 2.5. By their consent to this Security Agreement Supplement No. 3, the Owner Participant hereby directs and instructs the Debtor to execute this Security Agreement Supplement No. 3 and the Lease Supplement No. 3 dated March 27, 1992 between the Debtor and the Lessee.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Security Agreement Supplement No. 3 to be executed, as of the day and year first above written.

individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5
By
DEBTOR
WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Security Trustee
By Its Authorized Officer
SECURITY TRUSTEE

THE CONNECTICUT NATIONAL BANK, not

STATE OF)	
COUNTY OF)	
On this day of to me personally known, who be The Connecticut National Bar corporation by authority of its E	,1992, before me personall ing by me duly sworn, says that k, that said instrument was si pard of Directors; and he acknow he free act and deed of said corporate.	he is a of gned on behalf of said ledged that the execution
	Nota	ary Public
(SEAL)		
My commission expires		
STATE OF)	
STATE OF)	
me personally known, who bei Wilmington Trust Company, the corporation by authority of its B	, 1992, before me personally ag by me duly sworn, says that t said instrument was signed and pard of Directors, and he acknow free act and deed of said corpora	he is a of sealed on behalf of said ledged that the execution
	Nota	ry Public
(SEAL)		
My commission expires:		

The undersigned hereby consent and agree to the foregoing Security Agreement Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING, INC.,
By Its Owner Participant
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By THESIDENT
FIRST PENN-PACIFIC LIFE INSURANCE COMPANY
By: Lincoln National Investment Management Company, Its Attorney-in-Fact
By Its PRESIDENT

SECURITY-CONNECTICUT LIFE INSURANCE COMPANY

By: Lincoln National Investment Management Company, Its Attorney-in-Fact

By___

LINCOLN-SECURITY LIFE INSURANCE COMPANY

By: Lincoln National Investment Management Company, Its Attorney-in-Fact

Ву

NOTE PURCHASERS

STATE OF)	
COUNTY OF) 55.	
On this, the day of and for said County and State, personally app of Si	, 1992, before me, a Notary Public in peared, the ECURITY PACIFIC EQUIPMENT LEASING, INC.,
who acknowledged himself to be a duly	authorized officer of SECURITY PACIFIC h officer, being authorized to do so, he executed
IN WITNESS WHEREOF, I have here above mentioned.	unto set my hand and official seal on the date
	Name:
	Notary Public
	My Commission Expires:
	Residing in County,
COMPANY, who acknowledged himself to NATIONAL INVESTMENT MANAGEMENT	1992, before me, a Notary Public in peared 100 H BOSCH, the NCOLN NATIONAL INVESTMENT MANAGEMENT to be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being regoing instrument for the purposes therein
IN WITNESS WHEREOF, I have here above mentioned.	eunto set my hand and official seal on the date
	Name: JULIE A. ROMINE, Notary Public Notary Public Resident of Allen County, Indiana My Commission Expires February 15, 1994 My Commission Expires:
	Residing in County,

otary Public in SCA, the MANAGEMENT of LINCOLN officer, being sposes therein
AINE, Notary Public len County, Indiana pires February 15, 1994
otary Public in 5000, the MANAGEMENT of LINCOLN officer, being rposes therein
INE, Notory Public lon County, Indiana pires February 19, 1994

STATE OF INDIANA)	
COUNTY OF ALLEN) SS:	
and for said County and State, personally appeared for the said County and State County and State County appeared for the said County appeared	COLN NATIONAL INVESTMENT MANAGEMENT
NATIONAL INVESTMENT MANAGEMENT	be a duly authorized officer of LINCOLN COMPANY, and that, as such officer, being egoing instrument for the purposes therein
IN WITNESS WHEREOF, I have hereu above mentioned.	nto set my hand and official seal on the date
	Name: Notary Public Notary Public Resident of Allen County, Indiana My Commission Expires Residing in County,

SCHEDULE I

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,000,000 Original Principal Amount of 8.86% Secured Notes Issued by Debtor)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
12/30/1991	3454.16	3454.16	0.00	1000000.00
3/30/1992	22150.00	22150.00	0.00	1000000.00
6/30/1992	28016.43	22150.00	5866.43	994133.57
9/30/1992	28016.43	22020.06	599 6.37	988137.20
12/30/1992	28016.43	21887.24	6129.19	982008.00
3/30/1993	28016.43	21751.48	6264. 96	975743.05
6/30/1993	28016.43	21612.71	6403.72	969339.32
9/30/1993	28016.43	21470.87	6545.57	962793.76
12/30/1993	28016.43	21325.88	6690.55	956103.20
3/30/1994	28016.43	21177.69	6838 . <i>7</i> 5	949264.46
6/30/1994	28016.43	21026.21	6990.23	942274.23
9/30/1994	28016.43	20871.37	7145.06	935129.17
12/30/1994	28016.43	20713.11	73 03.32	927825.85
3/30/1995	28016.43	20551.34	7465.09	920360.76
6/30/1995	28016.43	20385.99	7630.44	912730.32
9/30/1995	28016.43	20216.98	7799. 46	904930.86
12/30/1995	28016.43	20044.22	79 72.21	896958.65
3/30/1996	28016.43	19867.63	8148.80	888809.85
6/30/1996	28016.43	19687.14	8329.29	880480.56
9/30/1996	28016.43	19502.64	8513.79	871966.77
12/30/1996	28016.43	19314.06	8702.37	863264.40
3/30/1997	28016.43	19121.31	8895.13	854369.27
6/30/1997	28016.43	18924.28	9092.15	845277.12
9/30/1997	28016.43	18722.89	9293.54	835983.57
12/30/1997	28016.43	18517.04	9499.40	826484.18
3/30/1998	28016.43	18306.62	9709.81	816774.37
6/30/1998	28016.43	18091.55	9924.88.	806849.49
9/30/1998	28016.43	17871.72	10144.72	796704.77
12/30/1998	28016.43	17647.01	10369.42	786335.35
3/30/1999	28016.43	17417.33	10599.10	775736.24
6/30/1999	28016.43	17182.56	10833.88	764902.37
9/30/1999	28016.43 28016.43	16942.59 16697.30	11073.85 11319.13	753828.52
12/30/1999 3/30/2000	28016.43	16446.58	11569.85	742509.39 730939.54
6/30/2000	28016.43	16190.31	11826.12	719113.42
9/30/2000	28016.43	15928.36	12088.07	707025.35
12/30/2000	28016.43	15660.61	12355.82	694669.53
3/30/2001	28016.43	15386.93	12629.50	682040.02
6/30/2001	28016.43	15107.19	12909.25	669130.78
9/30/2001	28016.43	14821.25	13195.19	655935.59
12/30/2001	28016.43	14528.97	13487.46	642448.13
3/30/2002	28016.43	14230.23	13786.21	628661.93
6/30/2002	28016.43	13924.86	14091.57	614570.35
9/30/2002	25058.42	13612.73	11445.68	603124.67
12/30/2002	23310.01	13359.21	9950.80	593173.87

ANNEX 2 (to Security Agreement-Trust Deed)

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
3/30/2003	23250.92	13138.80	10112.12	583061.75
6/30/2003	23155.79	12914.82	10240.97	572820.78
9/30/2003	23059.44	12687.98	10371.46	562449.32
12/30/2003	22961.86	12458.25	10503.61	551945.71
3/30/2004	22576.07	12225.60	10350.47	541595.24
6/30/2004	22478.69	11996.33	10482.36	531112.88
9/30/2004	22380.07	11764.15	10615.92	520496.96
12/30/2004	28016.43	11529.01	16487.43	504009.53
3/30/2005	22144.12	11163.81	10980.31	493029.23
6/30/2005	20776.46	10920.60	9855.86	483173.37
9/30/2005	20670.85	10702.29	9968.56	473204.80
12/30/2005	20575.94	10481.49	10094.45	463110.35
3/30/2006	24845.02	10257.89	14587.12	448523.23
6/30/2006	28016.43	9934.79	18081.64	430441.59
9/30/2006	28016.43	9534.28	18482.15	411959.43
12/30/2006	28016.43	9124.90	18891.53	393067.90
3/30/2007	28016.43	8706.45	19309.98	373757.92
6/30/2007	28016.43	8278.74	19737.69	354020.23
9/30/2007	28016.43	7841.55	20174.88	333845.34
12/30/2007	28016.43	7394.67	20621.76	313223.59
3/30/2008	28016.43	6937.90	21078.53	292145.05
6/30/2008	28016.43	6471.01	21545.42	270599.63
9/30/2008	28016.43	5993.78	22022.65	248576.98
12/30/2008	28016.43	5505.98	22510.45	226066.53
3/30/2009	28016.43	5007.37	23009.06	203057.47
6/30/2009	28016.43	4497.72	23518.71	179538.76
9/30/2009	28016.43	3976.78	24039.65	155499.11
12/30/2009	28016.43	3444.31	24572.13	130926.99
3/30/2010	28016.43	2900.03	25116.40	105810.58
6/30/2010	28016.43	2343.70	25672.73	80137.86
9/30/2010	28016.43	1775.05	26241.38	53896.48
12/30/2010	28016.43	1193.81	26822.63	27073.85
3/30/2011	27673.54	599.69	27073.85	0.00
6/30/2011	0.00	0.00	0.00	0.00
9/30/2011	0.00	0.00	0.00	0.00
12/30/2011	0.00	0.00	0.00	0.00